



BOROUGHBREAK VOLUNTEER AGREEMENT

This Agreement ("Agreement") is entered into as of the ____ day of _____ 2024 between Animal Care Centers of NYC ("ACC") and _____ ("Boroughbreak Volunteer"). In consideration of being accepted as an ACC Boroughbreak Volunteer, my signature below indicates that I understand and agree to the following terms and conditions:

A. BOROUGHBREAK TERMS

1. As a Boroughbreak Volunteer, I agree to provide Boroughbreak dogs with kind treatment, adequate time, care and affection, exercise and socialization, access to food and fresh water, shelter, and grooming, all of which shall be at my own expense with no expectation of compensation or reimbursement from ACC.
2. I will not abuse or harm a Boroughbreak dog in any way. I will not use negative training tools, such as shock chains, prong collars, or remote collars, and further agree not to tether a Boroughbreak dog as a means of confinement. I will not place any Boroughbreak dog in a dangerous situation (e.g. riding in an open pick-up truck or leaving the dog unattended in a car). I agree that any Boroughbreak dog in my care will not be used as a working animal (e.g. as guard dogs). If a Boroughbreak dog has not been spayed or neutered, I will not allow the dog to breed.
3. I will strictly follow any instructions provided by ACC regarding a Boroughbreak dog including, but not limited to, medical care, housing and special training or restrictions due to the dog's behavior. I agree to dispense all medication or medical care to any Boroughbreak dog in my care as directed by ACC staff. I will comply with all applicable laws, rules and regulations while any Boroughbreak dog is in my care.
4. I agree to house Boroughbreak dogs on premises under my control, and I will not leave a Boroughbreak dog outdoors unsupervised. Boroughbreak dogs and puppies will be maintained in a secure area, and I will not allow any dog or puppy off-leash except in a secured, fenced-in area on my property. I agree to not bring any Boroughbreak dog or puppy to a dog park and I will not allow introductions with other dogs while in public. I agree to keep Boroughbreak dogs separate from any other animals present in the home. I agree that I will not introduce a Boroughbreak dog to any other person or animal, and I will not allow a Boroughbreak dog to socialize with my own pets, or any other pets. I agree to never leave a Boroughbreak dog unattended with any children or other individuals.
5. I agree that ACC will be allowed to reasonably inspect the premises in which any Boroughbreak dog will be or are kept, from time to time, for the purpose of determining the suitability of those premises for the care and maintenance of the dog. All Boroughbreak dogs will remain in New York City at all times, unless noted by the Boroughbreak Volunteer upon sign-up or otherwise authorized by ACC in writing (email sufficing). I will comply with all City, state and federal laws relating to animals.
6. I understand that I may return a Boroughbreak dog to ACC at any time if circumstances develop where I am unable to provide the level of care required by this Agreement. If I can no longer house a Boroughbreak dog on premises under my control, I will notify ACC immediately and receive approval prior to moving the dog.



7. I understand that it is my responsibility as a Boroughbreak Volunteer to quarantine any Boroughbreak dog for approximately ten days, or longer if necessary. I understand that my own animal(s) may be exposed to and become infected with a contagious disease or parasite from a Boroughbreak dog, and I will not allow my resident animal(s) to be in contact with any Boroughbreak dog. I agree to release ACC from any and all liability, and to hold ACC harmless if this occurs, regardless of any quarantine procedures employed.

8. I understand that while I am in possession of a dog through ACC's Boroughbreak Program, the dog is only temporarily in my care and remains legal property of ACC. I understand that legal ownership of a Boroughbreak dog will not transfer to me or any other person, without following ACC's formal adoption process. I will not relinquish care or custody of a Boroughbreak dog to anyone not a party to this Agreement without prior, written authorization from ACC. I will return the Boroughbreak dog on the date and at the time specified by ACC. If requested by ACC for any reason, I will return the Boroughbreak dog immediately, i.e. within 24 hours. I grant authorization and permission to ACC or its agents to access my property in order to recover possession of a Boroughbreak dog if, for any reason, I am unable or fail to comply with a request from ACC to return the dog.

9. In the event of emergency, I agree to transport any Boroughbreak dog in my care to the nearest ACC shelter location. I agree that I will not bring a Boroughbreak dog in my care to any other veterinary clinic or hospital without receiving approval from ACC staff prior to doing so.

10. I understand that only emergency veterinary care necessary for life saving may be provided by a veterinarian outside of ACC for a Boroughbreak dog. I agree that ACC will not be liable for any costs, veterinary or otherwise, that I may incur as a result of my care for a Boroughbreak dog that have not been pre-authorized by ACC in writing. In the case of an emergency, a verbal authorization will suffice. No elective procedures, including but not limited to spay/neuter surgery or dental work, may be conducted without specific authorization by ACC in writing.

11. I agree to inform ACC of any incidents or bites involving the Boroughbreak dog.

12. I agree to surrender a Boroughbreak dog in my care immediately and without delay to ACC when a permanent adoptive home is found, if I can no longer care for the dog, or if asked to do so upon request by ACC for any other reason. I will provide as much advance notice as possible to the ACC Boroughbreak Coordinator if I can no longer care for the Boroughbreak dog.

13. I understand that the Boroughbreak Program allows ACC to give dogs a chance they would not normally get and that ACC cannot guarantee that Boroughbreak dog will be successfully placed for adoption.

14. As a Boroughbreak Volunteer, I agree to update ACC staff on a consistent basis and respond to emails or calls as soon as possible after receipt.

15. I understand that I have ACC's consent and permission to post photos about the Boroughbreak dog on my personal social media account(s). Any photos of and/or social media posts about Boroughbreak dogs must respectfully reflect ACC's mission and positively showcase the animal.



16. All photographs, videos and other forms of media of ACC Boroughbreak dogs, or any other animals owned by ACC, shall be deemed property of ACC. ACC shall retain all proprietary rights in any such photos, including all copyright and trademark rights. Photos of ACC animals may not be used for personal or commercial gain without the express written permission of ACC. Any photograph taken of an ACC animal or on ACC property shall be considered a work made for hire.

17. Publicity Authorization: I consent to the unrestricted use, by ACC or any person authorized by ACC, in any medium, of any photographs, recordings, interviews, video, film or similar visual or auditory recordings created in connection with my participation in ACC Activities.

18. ACC will provide the Boroughbreak Volunteer with as much information regarding a Boroughbreak dog's behavior and history prior to transferring possession of the dog, with information based on reports from the dog's previous owner, if available, and observations of the animal while in ACC's care; I understand and acknowledge that some behaviors experienced during the Boroughbreak may not have been noted for previously in the dog's record, and that a Boroughbreak dog may display different behavioral traits while in my care, including aggressive or destructive behavior.

19. I fully understand that ACC makes no representations, warranties, or guarantees whatsoever, as to the health, temperament, habits, background, mental disposition, or training of any Boroughbreak dog. THIS AGREEMENT CONTAINS NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR EXPRESS OR IMPLIED WARRANTIES THAT THE ANIMAL IS FIT FOR ANY PARTICULAR PURPOSE. I freely and willingly accept any and all risk involved with a Boroughbreak dog.

20. If I fail to abide by the terms of this Agreement or am otherwise unable to meet the Boroughbreak Program requirements, as determined by ACC's sole discretion, I may be terminated from the Boroughbreak Program. I agree to return any Boroughbreak dog to ACC within 24 hours of my termination. If a Boroughbreak dog is not returned within 24 hours, ACC reserves the right to pursue all legal rights and remedies, including but not limited to recovering possession of the dog.

B. GENERAL VOLUNTEER TERMS

1. I will fulfill the requirements of the volunteer position that I have agreed to perform.
2. I will abide by all ACC policies and procedures including those specific to volunteers.
3. I understand that ACC is a smoke free environment and I agree to abide by ACC's smoking policy.
4. I am over 18 years of age.
5. I understand that my volunteer work will be supervised and evaluated on a continuing basis.
6. I authorize ACC to seek emergency medical treatment in case of accident, injury or illness while acting as an unpaid participant of ACC's Boroughbreak Program. I understand that I am not covered under any of ACC's insurance policies, and I am expected and strongly encouraged to maintain my own medical and personal injury insurance. I understand that I am strongly urged to obtain a current tetanus vaccination to protect myself should I be cut, scratched, or otherwise injured in such a way that a tetanus infection could threaten my health.



7. I agree to notify ACC's Boroughbreak Coordinator should I choose to discontinue my volunteer services.

8. I understand that this Agreement is not an employment agreement, and my volunteer position with ACC is at-will. I agree that my volunteer status and position as a Boroughbreak Volunteer with ACC is not for any specified term, and may be terminated by either party at any time, with or without cause, and with or without notice.

9. I understand and agree that under the terms of this Agreement, I will not be entitled to any financial compensation or other monetary benefits whatsoever from ACC.

C. NONDISCLOSURE, CONFIDENTIALITY, AND CONFLICT OF INTEREST

1. I understand that I may have access to, come into contact with, or learn "Confidential Information", which is the sole property of ACC, and which I shall keep strictly confidential at all times. I agree to hold all Confidential Information and any documents containing or reflecting the same in the strictest confidence, and I will not disclose, divulge or reveal any Confidential Information to any other person, or use Confidential Information for any purpose other than for the exclusive benefit of ACC, whether contained in my memory or embodied in writing or other physical form, without the prior written consent of a Director or Officer of ACC. Such Confidential Information shall include, but is not limited to, information relating to any animal (e.g., the circumstances under which an animal was turned into ACC, background and any status (medical, health or other) of the animal, background or information about the person who may have turned in an animal to ACC), computer programs, software, formulas, data, information stored in ShelterBuddy, donor or customer lists, inventions and techniques, business plans, product ideas, marketing concepts, financial information and projections, pricing plans and strategies, employee lists or any other information regarding ACC's business that is not generally known to the public, whether the Confidential Information is written, oral, photographic, or in any other form.

2. I agree to deliver to ACC, immediately upon cessation of my status as a volunteer or at any time ACC so requests, any and all Confidential Information, and any other ACC property which may then be in my possession or under my control.

3. I acknowledge and agree that I may not use my position, influence, knowledge of Confidential Information, or ACC assets for personal, pecuniary, or proprietary gain. A direct or indirect financial interest, including joint ventures in or with a supplier, vendor, customer or prospective customer, without disclosure and written approval from an Officer or Director of ACC is strictly prohibited.

D. ASSUMPTION OF RISK, WAIVER OF CLAIMS, RELEASE OF LIABILITY

1. I fully understand that as part of my role with ACC, I will come into contact with animals either by directly handling them or through assisting in their care and adoption. Furthermore, I fully understand that working with animals carries a risk of injury, and that it is possible that I may be bitten, scratched and/or otherwise injured. I freely and voluntarily agree to assume and accept any and all risk of injury in connection with my handling of animals as a Boroughbreak Volunteer of ACC, and I willingly accept full responsibility for myself for any injury which may result.



2. I HEREBY WAIVE ANY CLAIMS, DEMANDS OR CAUSES OF ACTION AGAINST ACC, AND AGREE TO RELEASE, DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS ACC, ITS' EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, TRUSTEES, AS WELL AS THE NYC DEPARTMENT OF HEALTH AND MENTAL HYGIENE, AND THE CITY OF NEW YORK (THE "RELEASED PARTIES"), FROM ANY LIABILITY OR LOSS OF ANY NATURE OR KIND, WHICH MAY RESULT FROM MY POSITION AS A BOROUGHBREAK VOLUNTEER. I agree that the Released Parties shall not be responsible whatsoever for any personal injury or damage to personal property, or expense, to myself or any other person, arising from or caused by a Boroughbreak dog while in my custody, care or control, or involving any other animal, due to any cause whatsoever, accepting for myself full responsibility for any such losses, damages, injuries, or expenses.

3. I understand that I am required to meet privately with the Boroughbreak Coordinator to discuss any physical conditions that I have which may require special accommodation, and I agree to notify ACC of any medications I may be taking that affect blood clot function or my immune system. I understand that ACC may require a release from my physician in order to best protect me from possible injury which may occur as a result of coming into contact with ACC's animals.

4. In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives.

5. In entering into this Agreement, I am not relying upon any oral or written representations or promises of ACC. This Agreement supersedes all other prior agreements and understandings (whether written or oral) between ACC and myself, with respect to my role as a Boroughbreak Volunteer.

6. This Agreement may not be modified except by a mutually signed written agreement.

7. This Agreement shall be governed by the laws of the State of New York.

AS A BOROUGHBREAK VOLUNTEER FOR ACC, I UNDERSTAND THAT I AM REQUIRED TO ABIDE BY THE TERMS OF THIS AGREEMENT. I UNDERSTAND THAT ANY FALSE STATEMENTS IN THIS APPLICATION OR FAILURE TO ABIDE BY THIS AGREEMENT WILL BE GROUNDS FOR MY TERMINATION. I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I HEREBY RELEASE AND FOREVER DISCHARGE ACC AND THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE IN CONNECTION WITH MY ACTIVITIES AS A BOROUGHBREAK VOLUNTEER WITH ACC.

IN WITNESS WHEREOF, the undersigned has executed this Agreement acknowledging that they have read and understand this Agreement and agree to be bound by its terms.

Signed by: Boroughbreak Volunteer

Approved by: Animal Care Centers of NYC

Name:

Address:

Date:

Name:

Address:

Date: